DOCUMENT RESUME

ED 299 170 SE 049 729

TITLE Simplified and Standardized Model Agreements for University-Industry Cooperative Research.

INSTITUTION Industrial Research Inst., New York, N.Y.; National Academy of Sciences, Washington, DC. Government-University-Industry Research Roundtable.

PUB DATE 88

NOTE 18p.

PUB TYPE Guides - Non-Classroom Use (055)

EDRS PRICE MF01/PC01 Plus Postage.

DESCRIPTORS *College Science; *Contracts; *Cooperative Planning; Cooperative Programs; *Corporate Support; Higher Education; Research Administration; Research Problems; *Research Universities; *School Business Relationship; Science Education

ABSTRACT

The simplified and standardized models of university-industry cooperative research agreements that are presented are the products of a joint effort of the Government-University-Industry Research Roundtable and the Industrial Research Institute. These two organizations approached the task of developing these models with the goal to maximize productive research collaboration between industry and academia by streamlining the negotiation process for reaching a formal agreement. Some of the intended impacts from use of the documents are: a decrease in the time and effort required to reach an agreement; partners in research programs, rather than developing a contract from scratch, will use much of the model and devote their energies to negotiating specific features; and companies and universities new to research alliances will have a sense of what is reasonable to consider in establishing a contract. Two models are presented. For the purposes of basic research support, simple research grants between universities and companies, as illustrated in part I, may be most effective. Where complex issues are raised by the parties, a research contract will be the most appropriate instrument. A "typical first approach" to such a contract is illustrated in part II. (Author/CW)

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SE 049 729

Simplified and Standardized Model Agreements for University-Industry Cooperative Research

GOVERNMENT-UNIVERSITY-
INDUSTRY RESEARCH
ROUNDTABLE

INDUSTRIAL
RESEARCH
INSTITUTE

National Academy Press Washington, D.C. 1988

The Government-University-Industry Research Roundtable

The Government-University-Industry Research Roundtable is sponsored by the National Academy of Sciences, National Academy of Engineering, and Institute of Medicine. The Research Roundtable was created in 1984 to provide a forum where scientists, engineers, administrators, and policymakers from government, university, and industry can come together on an ongoing basis to explore ways to improve the productivity of the nation's research enterprise. The object is to try to understand issues, to inject imaginative thought into the system, and to provide a setting for discussion and the seeking of common ground. The Roundtable does not make recommendations, nor offer specific advice. It does develop options and bring all interested parties together. The uniqueness of the Roundtable is in the breadth of its membership and in the continuity with which it can address issues.

The Industrial Research Institute

The Industrial Research Institute (I.R.I.) was founded in 1938 under the auspices of the National Research Council. Its purposes are to promote, through the cooperative efforts of its members, improved, economical, and effective techniques of organization, administration, and operation of industrial research, including means for more effective interaction with other corporate functions; to generate understanding and cooperation between the academic and industrial research communities; to afford a means for industry to cooperate effectively with government in matters related to research; to stimulate and develop an understanding of research as a force in economic, industrial, and social activities; to encourage high standards in the field of industrial research; and to promote communication and interaction with industrial research organizations in other countries. I.R.I. is an association of some 260 major industrial companies that provides a means for the coordinated study of problems confronting managers of industrial research and development.

Publications are available from:

Government-University-Industry Research Roundtable
National Academy of Sciences
National Academy of Engineering
Institute of Medicine
2101 Constitution Avenue NW (NAS342)
Washington, DC 20418
(202) 334-3486

Printed in the United States of America

PREFACE

The simplified and standardized models of university-industry cooperative research agreements that are presented here are the products of a joint effort of the Government-University-Industry Research Roundtable and the Industrial Research Institute (I.R.I.). Our two organizations approached the task of developing these models with the goal to maximize productive research collaboration between industry and academia by streamlining the negotiation process for reaching a formal agreement. Some of the impacts we hope will result from use of the documents are: a decrease in the time and effort required to reach an agreement; partners in research programs, rather than developing a contract from scratch, will use much of the model and devote their energies to negotiating specific features; and companies and universities new to research alliances will have a sense of what is reasonable to consider in establishing a contract.

Two models are presented. For the purposes of basic research support, simple research grants between universities and companies, as illustrated in Part I, may be most effective. Where complex issues are raised by the parties, a research contract will be the most appropriate instrument. A "typical first approach" to such a contract is illustrated in Part II. These models are conceived as good examples of agreements, and good starting points for negotiations between the industrial sponsor and the university on a specific contract. They are not intended to serve as a final document. We recognize that modifications will be required as a function of the special characteristics of each collaborative research effort.

The preparation of these models was accomplished through a series of steps. The Roundtable, with the assistance of the I.R.I. Committee on University Relations, established an *ad hoc* committee of industrialists (Appendix II) to prepare initial drafts of the two agreements. The thought was to have industry, as the financial supporter of the research, take the lead for simplification. This concept is an outgrowth of the Roundtable initiative with the federal agencies to simplify the federal government-university research administration procedures. In that case, representatives from the federal agencies took the initiative for simplification through the design and implementation of the Florida Demonstration Project.*

The models drafted by this *ad hoc* committee were discussed at a workshop of university and industrial directors for sponsored research. Comments from that workshop have been incorporated into the document. The I.R.I. Committee on University Relations (Appendix III) then reviewed the models for their effectiveness and appropriateness as starting points for negotiations.

The Roundtable and the I.R.I. have worked together to ensure that the documents represent a reasonable approach to university-industry research agreements. Our efforts are based on the notion that research agreements should reflect the interests of both parties. We hope that both universities and industry will approach research undertakings with a degree of flexibility and creativity, taking into account the special interests and needs of each other.

*For further information about the Florida Demonstration Project, please contact the Roundtable.

We expect that you will find these models useful as starting points for negotiations when setting up agreements. We would like to know how they worked, and would appreciate your responses to questions such as:

- Were the models an effective tool in the negotiation process?
- Did using the models save you time and effort in reaching an accord?
- What were areas that required negotiation? What were the resolutions?
- What areas did both parties agree to readily, but were different than presented in the models?
- What modifications in the models do you propose?

Your comments will be most helpful to us in considering future modifications of the models to reflect the most reasonable and effective starting point for negotiations for cooperative research agreements.

James D. Ebert
Chairman
Research Roundtable

S. Allen Heininger
President
Industrial Research Institute

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RESEARCH GRANT

(Date)

(Director/Administrator)
(Research and Development)
(University)
(Address)

Sir/Madam:

Re: Research Grant

(COMPANY) is pleased to provide an unrestricted grant of _____ Dollars ($_____) to (UNIVERSITY) for the support of research in the field of _____, conducted under the direction of Dr. _____. Our check payable to (UNIVERSITY) for the sum of the grant will be forwarded promptly under separate cover upon your indicated acceptance and return of a duplicate of this letter.

Although no accounting is expected in regard to this grant, regulations of the Internal Revenue Service may require that we produce your statement that the funds have been used for the stated purpose in order to receive appropriate tax recognition.

Please indicate your acceptance of this grant, and your certification that these funds will be used in support of the research indicated by signing and returning a duplicate of this letter for our files. The vehicle for transfer of funds should comply in all respects with the provisions of this letter.

Dr. _____ will serve as the technical contact for our company and will be responsible for following progress of the study, as well as assisting you as needed.

Very truly yours,

(COMPANY)
By: _____
Title: _____

ACCEPTED AND AGREED TO:

(UNIVERSITY)
By: _____
Title: (Director/Designated Administrator for R&D)
Date: _____

RESEARCH AGREEMENT*

THIS AGREEMENT effective this __ day of _____, 198_, by and between _____ (hereinafter referred to as "Sponsor") and the UNIVERSITY OF _____, a non-profit educational institution (or its agent) of the State of_____ (hereinafter referred to as "University").

WITNESSETH:

WHEREAS, the research program contemplated by this Agreement is of mutual interest and benefit to University and to Sponsor, will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, educational institution, and may derive benefits for both Sponsor and University through inventions, improvements, and/or discoveries;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree to the following:

Article 1 - Definitions

As used herein, the following terms shall have the following meanings:

1.1 "Project" shall mean the description of the project as described in Appendix A hereof, under the direction of Dr._____ as principal investigator.

1.2 "Contract Period" is_____, 198_ through _____, 198_.

1.3 "University Intellectual Property" shall mean individually and collectively all inventions, improvements and/or discoveries which are conceived and/or made (i) by one or more employees of University, or (ii) jointly by one or more employees of University and by one or more employees of Sponsor in performance of Project.

Article 2 - Research Work

2.1 University shall commence the performance of Project promptly after the effective date of this Agreement, and shall use reasonable efforts to perform such Project substantially in accordance with the terms and conditions of this Agreement. Anything in this Agreement to the contrary notwithstanding, Sponsor and University may at any time amend Project by mutual written agreement.

2.2 In the event that the Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Sponsor shall have the option to terminate said Project.

*Brackets ([ ]) have been placed in the text where appropriate to indicate variable time frames that can be used in an agreement. In some cases, ranges of time have been placed in the brackets to suggest reasonable lengths of time.

Article 3 - Reports and Conferences

3.1 Written program reports shall be provided by University to Sponsor every [_____] months, and a final report shall be submitted by University within [forty-five (45) days] of the conclusion of the Contract Period, or early termination of this Agreement.

3.2 During the term of this Agreement, representatives of University will meet with representatives of Sponsor at times and places mutually agreed upon to discuss the progress and results, as well as ongoing plans, or changes therein, of Project to be performed hereunder.

Article 4 - Costs, Billings, and Other Support

4.1 It is agreed to and understood by the parties hereto that, subject to Article 2, total costs to Sponsor hereunder shall not exceed the sum of _____ Dollars ($_____). Payment shall be made by Sponsor according to the following schedule: [_____].

4.2 Sponsor shall loan/donate the following equipment to University under the following conditions: [_____]. University shall retain title to any equipment purchased with funds provided by Sponsor under this Agreement.

4.3 Anything herein to the contrary notwithstanding, in the event of early termination of this Agreement by Sponsor pursuant to Article 9 hereof, Sponsor shall pay all costs accrued by University as of the date of termination, including non-cancellable obligations, which shall include all non-cancellable contracts and fellowships or postdoctoral associate appointments called for in Appendix A, incurred prior to the effective date of termination. After termination, any obligation of Sponsor for fellowships or postdoctoral associates shall end no later than the end of University's academic year following termination.

Article 5 - Publicity

5.1 Sponsor will not use the name of University, nor of any member of University's Project staff, in any publicity, advertising, or news release without the prior written approval of an authorized representative of University. University will not use the name of Sponsor, nor any employee of Sponsor, in any publicity without the prior written approval of Sponsor.

Article 6 - Publications

6.1 Sponsor recognizes that under University policy, the results of University Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or presentation at least [_____] months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have [_____] months, after receipt of said copies, to object to such proposed presentation or proposed publication because there

is patentable subject matter which needs protection. In the event that Sponsor makes such objection, said Researcher(s) shall refrain from making such publication or presentation for a maximum of [_____] months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Article 7 - Intellectual Property

7.1 All rights and title to University Intellectual Property under Project shall belong to University and shall be subject to the terms and conditions of this Agreement.

7.2 Rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, relating to Project made solely by employees of Sponsor shall belong to Sponsor. Such inventions, improvements, and/or discoveries shall not be subject to the terms and conditions of this Agreement.

7.3 University will promptly notify Sponsor of any University Intellectual Property conceived and/or made during the Contract Period under Project. If Sponsor directs that a patent application or application for other intellectual property protection be filed, University shall promptly prepare, file, and prosecute such U.S. and foreign application in University's name. Sponsor shall bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s) directed to said University Intellectual Property. Sponsor shall cooperate with University to assure that such application(s) will cover, to the best of Sponsor's knowledge, all items of commercial interest and importance. While University shall be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, Sponsor shall be given an opportunity to review and provide input thereto. University shall keep Sponsor advised as to all developments with respect to such application(s) and shall promptly supply to Sponsor copies of all papers received and filed in connection with the prosecution thereof in sufficient time for Sponsor to comment thereon.

7.4 If Sponsor elects not to exercise its option or decides to discontinue the financial support of the prosecution or maintenance of the protection, University shall be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at University's sole expense.

Article 8 - Grant of Rights

8.1 Pursuant to Article 7.3, University grants Sponsor the first option, at Sponsor's sole selection, for either a non-exclusive, royalty-free license or, for consideration, an exclusive license with a right to sublicense on terms and conditions to be mutually agreed upon. The option shall extend for a time period of [_____] from the date of termination of the Agreement.

Article 9 - Term and Termination

9.1 This Agreement shall become effective upon the date first hereinabove written and shall continue in effect for the full duration of the Contract Period

unless sooner terminated in accordance with the provisions of this Article. The parties hereto may, however, extend the term of this Agreement for additional periods as desired under mutually agreeable terms and conditions which the parties reduce to writing and sign. Either party may terminate this agreement upon ninety (90) days prior written notice to the other.

9.2 In the event that either party hereto shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within ninety (90) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

9.3 Subject to Article 8, termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement. No termination of this Agreement, however effectuated, shall affect the Sponsor's rights and duties under Article 7 hereof, or release the parties hereto from their rights and obligations under Articles 4, 5, 6, 7, 8, and 10.

Article 10 - Independent Contractor

10.1 In the performance of all services hereunder:

10.1.1 University shall be deemed to be and shall be an independent contractor and, as such, University shall not be entitled to any benefits applicable to employees of Sponsor;

10.1.3 Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

Article 11 - Insurance

11.1 University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.

11.2 Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.

Article 12 - Governing Law

12.1 This Agreement shall be governed and construed in accordance with the laws of the State of _____.

Article 13 - Assignment

13.1 This Agreement shall not be assigned by either party without the prior written consent of the parties hereto.

13.2 This Agreement is assignable to any division of Sponsor, any majority stockholder of Sponsor, and/or any subsidiary of Sponsor in which [____] percent of the outstanding stock is owned by Sponsor.

Article 14 - Agreement Modification

14.1 Any agreement to change the terms of this Agreement in any way shall be valid only if the change is made in writing and approved by mutual agreement of authorized representatives of the parties hereto.

Article 15 - Notices

15.1 Notices, invoices, communications, and payments hereunder shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below, or such other address as may hereafter be designated by notice in writing:

If to Sponsor:

SPONSOR
ADDRESS
CITY, STATE, ZIP CODE

If to University:

UNIVERSITY
ADDRESS
CITY, STATE, ZIP CODE

If Technical Matter:

PRINCIPAL INVESTIGATOR
TITLE
UNIVERSITY ADDRESS
CITY, STATE, ZIP CODE

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first above written.

(SPONSOR)	(UNIVERSITY)
_____	_____
By:	By:
Title:	Title:
_____	_____
Witness	Witness

APPENDIX I

OPTIONAL AND ALTERNATIVE CLAUSES

Appendix Article 1 - Non-disclosure

[Note: Since the term of the non-disclosure restriction is always longer than the term of the research project, it is much more efficient to have a separate non-disclosure agreement which can be administered long after the research is over and the file is closed. In the event, however, that a Non-disclosure Article is included in the Agreement, model language for such an article is provided. If a Non-disclosure Article is used, Article 6 - Publications should be replaced with the modified version below.]

1.1 Anything in this Agreement to the contrary notwithstanding, any and all knowledge, know-how, practices, process, or other information (hereinafter referred to as "Confidential Information") disclosed or submitted in writing or in other tangible form which is designated as Confidential Information to either party by the other shall be received and maintained by the receiving party in strict confidence and shall not be disclosed to any third party. Furthermore, neither party shall use said Confidential Information for any purpose other than those purposes specified in this Agreement. The parties may disclose Confidential Information to employees requiring access thereto for the purposes of this Agreement provided, however, that prior to making any such disclosures each such employee shall be apprised of the duty and obligation to maintain Confidential Information in confidence and not to use such information for any purpose other than in accordance with the terms and conditions of this Agreement. Neither party will be held financially liable for any inadvertent disclosure, but each will agree to use its reasonable efforts not to disclose any agreed to Confidential Information.

1.2 Nothing contained herein will in any way restrict or impair either party's right to use, disclose, or otherwise deal with any Confidential Information which at the time of its receipt:

1.2.1 Is generally available in the public domain, or thereafter becomes available to the public through no act of the receiving party; or

1.2.2 Was independently known prior to receipt thereof, or made available to such receiving party as a matter of lawful right by a third party.

1.3 The above obligations for Confidential Information shall be in effect for a period of [Five (5)] years from the termination of the agreement.

Modified version of **Article 6 - Publications**

6.1 Sponsor recognizes that under University policy, the results of University Project must be publishable and agrees that Researchers engaged in Project shall be permitted to present at symposia, national, or regional professional meetings and to publish in journals, theses or dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Sponsor shall have been furnished copies of any proposed publication or

presentation at least [_____] months in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party. Sponsor shall have [_____] months, after receipt of said copies, to object to such proposed presentation or proposed publication either because there is patentable subject matter which needs protection and/or there is Confidential Information of Sponsor contained in the proposed publication or presentation. In the event that Sponsor makes such objection, the parties shall negotiate an acceptable version, and the said Researcher(s) shall refrain from making such publication or presentation for a maximum of [____] months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.

Appendix Article 2 - Miscellaneous

2.1 The parties recognize that inventions, copyrightable works, or other proprietary information may arise from research sponsored in whole or in part by agencies of the federal government. The parties hereto agree that any such developments shall be governed by the provisions of Public Law 96-517, or as amended, during the term of this Agreement. When third party funding is involved, i.e., federal support, University will take appropriate action to assure that Sponsor has its rights under Article 8.

Optional Alternative Clause for **Article 7 - Intellectual Property**

7.1 University hereby agrees--to the degree that it can under university mandated policy--to assign to Sponsor at its request, the sole and exclusive ownership of any inventions, whether patentable or not, made in the performance of the research contemplated by this agreement and to execute such instruments prepared by Sponsor as is deemed necessary to vest the aforesaid sole and exclusive ownership. University agrees to cooperate in such assignment of patents for a period of [_____] following the request of Sponsor.

Optional Additional Clause for **Article 11 - Insurance**

11.3 Sponsor shall indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life, other than that attributable in whole or part to University's fault or negligence, caused by the actions of Sponsor or its officers, servants, agents, or of any third party acting on behalf of or under authorization from Sponsor in the performance of this Agreement, or for losses arising out of use by Sponsor or any third party acting on behalf of or under authorization from Sponsor of products developed or made as a result of information or materials received from University. Article 11.3 shall apply with the proviso that (a) University promptly notifies Sponsor in writing after University receives notice of any claim, (b) Sponsor is given the opportunity, at its option, to participate and associate with University in control, defense, and trial of any claim and any related settlement negotiations, provided, however, that with respect to any claim, or portion thereof, from which Sponsor agrees at the initiation of such claim to save and hold University harmless, Sponsor shall have the sole control of the defense, trial, and any related settlement negotiations, and (c) University fully cooperates with Sponsor in the defense of any such claim.

APPENDIX II

AD HOC INDUSTRIAL COMMITTEE FOR SIMPLIFICATION AND STANDARDIZATION OF UNIVERSITY-INDUSTRY RESEARCH AGREEMENTS

Harold H. Hall (Chairman)
Vice President
CRG Technical Staff
Xerox Corporation

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Texaco Development Corporation

Preston Grounds
Manager, University-Industry
Liaison Programs
The Procter and Gamble Company

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Division of Research Development
and Administration
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Tom Walsh
Director of Sponsored Research
University of Florida

Roundtable Staff

Don I. Phillips
Executive Director

Casey Kiernan
Program Officer

Linda Allen-Davis
Senior Secretary

APPENDIX III

COMMITTEE ON UNIVERSITY RELATIONS
INDUSTRIAL RESEARCH INSTITUTE

Roy D. Gerard (Chairperson)
General Manager
Westhollow Research Center
Shell Development Company

Ralph E. Gomory (I.R.I. Board of Directors)
Senior Vice President & Chief Scientist
IBM Corporation

Jacques A. Bodelle
Representative for the U.S. Corporate Research & Innovation
Elf Aquitaine

Alan G. Chynoweth
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Bell Communications Research, Inc.

James L. Dwyer
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Millipore Corporation

Lamont Eltinge
Director of Research
Eaton Corporation

Neil H. Frick
Director
Research & Development
Coatings & Resins Group
P.P.G. Industries, Inc.

Norman N. Hochgraft
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Technology & Corporate Development
Exxon Chemical Company

Gerhard W. Paul
Vice President
Corporate R&D
BASF Corporation

Dale F. Pollart
Director of Research
Texaco Incorporated

Archie W. Prestayko
Vice President
Scientific Liaison
SmithKline Beckman Corporation

Delmar R. Raymond
Director
Energy Science & Technology
Weyerhauser Company

Craig B. Warren
Vice President & Director Organoleptic Research
International Flavors and Fragrances, Inc.

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Director
Biotechnology Process Engineering Center
Massachusetts Institute of Technology

APPENDIX IV

WORKSHOP ON SIMPLIFICATION AND STANDARDIZATION OF UNIVERSITY-INDUSTRY RESEARCH AGREEMENTS

13 April 1987

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University of Florida

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